

MULTIPLAN EMPREENDIMENTOS IMOBILIÁRIOS S.A.

NIRE No. 33.3.0027840-1

CNPJ No. 07.816.890/0001-53

Publicly-held Company

**MINUTES OF THE BOARD OF DIRECTORS' MEETING
HELD ON SEPTEMBER 22, 2021**

1 DATE, TIME AND PLACE: On September 22, 2021, at 3:00 PM, at the head office of Multiplan Empreendimentos Imobiliários S.A. ("**Company**"), located at Avenida das Américas 4200, Block 2, suite 501, Barra da Tijuca, in the City of Rio de Janeiro, State of Rio de Janeiro.

2 CALL NOTICE AND ATTENDANCE: Meeting called in accordance with article 17 of the Company's Bylaws, with the attendance by all of the members of the Board of Directors.

3 CHAIR: Chairman: Mr. José Paulo Ferraz do Amaral; Secretary: Mr. Marcelo Vianna Soares Pinho.

4 SUBJECT: Discuss about the following matters:

- (i) examination and approval of the tenth (10th) issuance of simple debentures, non-convertible into shares, unsecured, in a single series, of the Company, in the total amount of BRL 450,000,000.00 (four hundred fifty million Brazilian reais) ("**Debentures**"), pursuant to Law No. 6,404, dated December 15, 1976, as amended ("**Brazilian Corporate Law**" and "**Issuance**", respectively), for placement in a public offering with restricted placement efforts, pursuant to Law No. 6,385, dated December 7, 1976, as amended ("**Law 6,385**"), to Rule No. 476, enacted by the Brazilian Securities and Exchange Commission ("**CVM**") on January 16, 2009, as amended ("**CVM Rule 476**"), and other regulation applicable ("**Offering**"), by means of the "*Private Instrument of Deed of the Tenth (10th) Issuance of Simple Debentures, Non-Convertible into Shares, Unsecured, of Multiplan Empreendimentos Imobiliários S.A.*" to be entered into by the Company and **OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**, in the capacity of fiduciary agent representing the Debentures' holders ("**Fiduciary Agent**" and "**Indenture**", respectively);

- (ii) examination and approval to authorize the Company's Executive Officers to (a) negotiate all final terms and conditions of all documents related to the Issuance, the Offering and its possible amendments, including the Company's obligations, the events of default, conditions for early redemption, extraordinary amortization, early maturity and warranties, as well as to execute all documents and to take all necessary actions to perform the Issuance and the Offering, including, but not limited to, the "*Agreement of Coordination and Public Placement of Simple Debentures, Non-Convertible into Shares, Unsecured, in a Single Series, of the Tenth (10th) Issuance of Multiplan Empreendimentos Imobiliários S.A.*" to be entered into by the Company and the Underwriters (as defined below) ("**Underwriting Agreement**"); (b) hire the service providers to perform the Issuance and the Offering, including, but not limited to, the Fiduciary Agent, legal advisors, the Offering's lead underwriter ("**Lead Underwriter**"), the Offering's additional underwriters (and together with the Lead Underwriter, the "**Underwriters**"), the Debentures' rating agency, liquidation bank, bookkeeping agent, among others; and
- (iii) the ratification of all acts taken by the Officers and other legal representatives of the Company with respect to the agenda above.

5 RESOLUTIONS: The board members resolved, unanimously and without caveat, the following matters:

5.1 Approve the Issuance and the Offering with the following terms and conditions, which shall be detailed and governed through the Indenture:

(i) **Use of Proceeds:** The Company's net proceeds resulting from the Issuance shall be fully used in the payment of general expenses and short and long-term debt, investments and/or cash flow management to the benefit of the Company and/or its subsidiaries;

(ii) **Placement:** The Debentures shall be placed in a public offering with restricted placement efforts, according to Law 6,385, CVM Rule 476 and applicable legal and regulatory regulations, and the Underwriting Agreement, under firm guarantee of subscription and payment for the totality of the Debentures by the Underwriters, to be subscribed by professional investors, as defined in article 11 of CVM Resolution No. 30, dated May 11th, 2021 ("**Professional Investors**");

(iii) **Subscription Term:** In compliance with the requirements established in the Indenture, the Debentures shall be subscribed, at any time as from the placement commencement date of the Offering, subject to the provisions of article 8, paragraph 2, of CVM Rule 476;

(iv) **Subscription and Payment Forms and Payment Price:** The Debentures shall be subscribed and paid in through the MDA – *Módulo de Distribuição de Ativos*, by a maximum of 50 (fifty) Professional Investors, in cash, upon subscription, in national currency, at Par Value (as set forth below), on the First Date of Payment (as defined below),, or at Par Value, plus Interest (as set forth below), calculated on a *pro rata temporis* basis, from the first date of payment (“**First Date of Payment**”) to the effective date of payment. The Debentures can be subscribed with goodwill or discount, as defined by the Underwriters, if that is the case, upon subscription of the Debentures, provided that the goodwill or discount shall be the same for all Debentures in each date of payment;

(v) **Trading:** The Debentures shall be deposited for trade on the secondary market through CETIP21 – Títulos e Valores Mobiliários, managed and operated by B3 S.A. – Brasil, Bolsa, Balcão (“**B3**”). The Debentures shall only be traded in organized over-the-counter market after 90 (ninety) days from each subscription or purchase by the investor, exception to the Debentures subscribed by the Underwriters as a result of the exercise of the firm guarantee of subscription, pursuant to articles 13 and 15, first paragraph of CVM Rule 476, and upon compliance, by the Company, with the obligations set forth in article 17 of CVM Rule 476;

(vi) **Number of Issue:** The Debentures represent the tenth (10th) issuance of the Company’s debentures;

(vii) **Total Issuance Amount:** The total issuance amount shall be equivalent to BRL 450,000,000.00 (four hundred and fifty million Brazilian reais) at the Date of Issuance;

(viii) **Number of Debentures:** 450,000 (four hundred and fifty thousand) Debentures shall be issued;

(ix) **Par Value:** The Debentures shall have an unitary nominal value of R\$1,000.00 (one thousand reais) at the Date of Issuance (“**Par Value**”);

(x) **Series:** The Issuance shall be made in a single tranche;

(xi) **Form and Proof of Ownership:** The Debentures will be issued in nominative and book-entry form, without the issuance of certificates, and, for all purposes, the ownership of the Debentures shall be evidenced by a deposit account statement issued by the bookkeeper agent, and, additionally, with respect to the Debentures that are under electronic custody of B3, it will be evidenced by the

statement issued by B3 on behalf of the Debenture holder, which will serve as proof of ownership of such Debentures;

(xii) **Convertibility:** The Debentures will not be convertible into shares issued by the Company;

(xiii) **Type:** The Debentures shall be issued as unsecured debentures, pursuant to article 58, caput, of the Brazilian Corporate Law, without collateral or preferences.

(xiv) **Date of Issuance:** For all legal purposes, the date of issuance of the Debentures shall be October 15th, 2021 ("**Date of Issuance**").

(xv) **Term and Maturity Date:** Except in the event of early redemption of the totality of the Debentures and/or early maturity of the obligations resulting from the Debentures, as provided in the Indenture, the term of the Debentures shall be 7 (seven) years as from the Date of Issuance, falling due, therefore, on October 15th, 2028 ("**Maturity Date**");

(xvi) **Payment of Balance of the Par Value:** Without prejudice the payments resulting from the early redemption, early payment and/or early maturity of the obligations resulting from the Debentures, as provided in the Indenture, the balance of the Par Value of each of the Debentures shall be paid in three (3) annual and successive installments, being (i) the first installment in the amount corresponding to thirty-three integers and three thousand three hundred and thirty-three tenths of a thousandth percent (33.3333%) of the balance of the Par Value of the Debentures due on October 15th, 2026; (ii) the second installment in the amount corresponding to fifty integers percent (50.0000%) of the balance of the Par Value of the Debentures due on October 15th, 2027; and (iii) the third installment in the amount corresponding to one hundred integers percent (100.0000%) of the balance of the Par Value of the Debentures due on the Maturity Date;

(xvii) **Monetary Adjustment:** the Par Value of each of the Debentures shall not be subject to monetary adjustment;

(xviii) **Interest:** the Par Value of each of the Debentures or the balance of the Par Value of each of the Debentures, as the case may be, shall be subject to interest corresponding to 100% (one hundred percent) of accumulated variation of the daily average rates of the Interbank Deposits (DI – *Depósitos Interfinanceiros*), for one day, *over extra-group*, denominated in percentage form per annum, based on 252 (two hundred and fifty two) business days, calculated and disclosed daily by B3, in its daily report available at its website (<http://www.b3.com.br>) ("**DI Rate**"),

plus a surcharge a certain percentage per annum, based on 252 (two hundred and fifty two) business days, to be determined in accordance with the bookbuilding, and, in any case, limited to 1.45% (one point forty five hundredths per cent) denominated in percentage form per annum (“**Surcharge**” and, jointly with the DI Rate, “**Interest**”, calculated on an exponential and cumulative basis, on a *pro rata temporis* based on the business days elapsed from the First Date of Payment, or the payment date of the Interest immediately preceding, as the case may be, included, to the effective payment date, excluded. Without prejudice to the payments resulting from the early redemption, early payment and/or early maturity of the obligations resulting from the Debentures, according to the Indenture, the Interest shall be paid semi-annually on the 15th day of April and October of each year, being the first one on April 15th, 2022 and subsequently on October 15th, 2022, April 15th, 2023; October 15th, 2023; April 15th, 2024; October 15th, 2024; April 15th, 2025; October 15th, 2025; April 15th, 2026; October 15th, 2026; April 15th, 2027; October 15th, 2027; April 15th, 2028 and on the Maturity Date. The Interest shall be calculated according to the formula to be described in the Indenture;

(xix) ***Scheduled Renegotiation***: There shall be no scheduled renegotiation;

(xx) ***Optional Early Redemption***: Subject to the conditions to be set forth in the Indenture, the Company may, at its sole discretion, at any time from the Date of Issuance, and with previous notice to the Debentures holders (by means of publication of notice under the terms to be established in the Indenture or by individual communication to the Debentures holders by the Fiduciary Agent, based on information provided by the Company), to the Fiduciary Agent, the bookkeeper agent, the liquidator and to B3, of 5 (five) business days from the date of the event (“**Early Redemption Date**”), promote the early redemption of the total outstanding (prohibited the partial redemption of Debentures) Debentures, with the subsequent cancellation of such Debentures, upon payment, to the Debentures holders, of the Par Value of the Debentures or the balance of the Par Value of the Debentures, as the case may be, plus Interest, calculated on a *pro rata temporis* basis from the First Date of Payment, or from the immediately previous Interest payment date, as the case may be, to the Early Redemption Date, plus premium multiplied by the remaining term of the Debentures applied to the Par Value or the balance of the Par Value of the Debentures, as the case may be, of 0.50% (fifty hundredths per cent) per year if the Early Redemption Date occurs as of the Date of Issuance until October 15th, 2023 (excluded) and of 0.30% (thirty hundredths per cent), per year if the Early Redemption Date occurs as of October 15th, 2023 (included) until the Maturity Date (excluded), calculated according to the formula to be described in the Indenture;

(xxi) **Optional Early Payment:** Subject to the fulfilment of the conditions to be set forth in the Indenture, the Company may, at its sole discretion and at any time from the Date of Issuance, and with previous notice to the Debentures holders (by means of publication of notice under the terms to be established in the Indenture or by individual communication to the Debentures holders by the Fiduciary Agent, based on information provided by the Company), to the Fiduciary Agent, the bookkeeper agent, the liquidator and to B3, of 5 (five) business date from the date of the event ("**Early Payment Date**"), promote early payments on the Par Value or the balance of the Par Value of all Debentures, upon payment, to the Debentures holders, of the portion of the Par Value or the balance of the Par Value of the Debentures, in this case, limited to 98% (ninety-eight percent) of the Par Value or the balance of the Par Value of the Debentures, plus Interest, calculated on a *pro rata temporis* basis from the First Payment Date, or the immediately previous Interest payment date, as the case may be, to the effective payment date, plus premium multiplied by the remaining term of the Debentures of 0.50% (fifty hundredths per cent) per year if the Early Payment Date occurs as of the Date of Issuance until October 15th, 2023 (excluded) and of 0.30% (thirty hundredths per cent) per year if the Early Payment Date occurs as of October 15th, 2023 (included) until the Maturity Date (excluded), calculated according to the formula to be described in the Indenture;

(xxii) **Mandatory Early Redemption:** In the event that the Indenture is fully declared unenforceable, null, ineffective or invalid by judicial or administrative decision, the Company will be obliged to carry out the early redemption of all Debentures ("**Mandatory Early Redemption**"), with the consequent cancellation of such Debentures, upon payment, to the Debentures holders, of the Par Value of the Debentures or the balance of the Par Value of the Debentures, as the case may be, plus Interest, calculated on a *pro rata temporis* basis from the First Date of Payment, or from the immediately previous Interest payment date, as the case may be, to the Early Redemption Date, without any premium or penalty being due;

(xxiii) **Optional Early Redemption Offer:** The Company may, at its sole discretion, perform, at any time, an optional early redemption offering for the totality of the Debentures, with the subsequent cancellation of Debentures that adhere to such offering, addressed to all Debentures holders, without distinction, under the same conditions to all Debenture holders to accept the redemption of their respective Debentures in accordance with the terms and conditions set forth in the Indenture ("**Optional Early Redemption Offer**");

(xxiv) **Optional Acquisition:** The Company may, at any time, acquire Debentures, pursuant to article 55, paragraph 3, of the Brazilian Corporate Law, and article 13 of CVM Rule 476 and other CVM applicable regulation and, when in force, to CVM Rule No. 620, dated of March 17th, 2020. The Debentures acquired by the

Company may, at its sole discretion, be cancelled, maintained in treasury or replaced in the market. The Debentures acquired by the Company for maintenance in treasury if and when replaced in the market, will be entitled to the same Interest as the others Debentures;

(xxv) **Early Maturity:** Subject to the terms of the Indenture, the Fiduciary Agent shall declare the early maturity of all obligations resulting from the Debentures and demand the immediate payment, by the Company, of the Par Value of the Debentures or balance of the Par Value of the Debentures, as the case may be, plus Interest, calculated on a *pro rata temporis* basis from the First Date of Payment, or from the immediate previous Interest payment date, as the case may be, to the effective payment date, without prejudice, as the case may be, of Default Charges (as defined below), in the occurrence of any event set forth in the Indenture;

(xxvi) **Default Charges:** In the event of delay in the payment of any amount due by the Company to the Debenture holders in accordance with the Indenture, in addition to the Interest, calculated on a *pro rata temporis* basis from the First Payment Date, or the immediately previous Interest payment date, as the case may be, to the effective payment date, over all amounts in delay, regardless of any judicial or extrajudicial notice or demand, shall be added (i) default interest of 1% (one per cent) per month, calculated on a *pro rata temporis* basis from the date of the default until the effective payment date; and (ii) default fine of 2% (two per cent) ("**Default Charges**");

(xxxvii) **Procedure for Collecting Investment Intentions (Bookbuilding Procedure):** Subject to the terms of article No 3 of CVM Rule 476, the procedure for collecting investment intentions will be adopted, without minimum or maximum lots, organized by the Underwriters with the Company to define the Debentures Interests ("**Bookbuilding Procedure**"). After carrying out the Bookbuilding Procedure, the Indenture shall be amended to adjust the Debenture Interests without the need for approval by the general meeting of debenture holders or additional approval by the Company; "); and

(xxviii) **Other Provisions:** Additional provisions of the Issuance and the Debentures will be specified in the Indenture.

5.2 Approve the authorization for the Company's Board of Executive Officers to:

5.2.1 Negotiate the final terms and conditions of all the documents related to the Issuance, the Offering and its possible amendments, especially the amendment to the Indenture that shall ratify the Debenture Interests after the Bookbuild Procedure, including obligations of the Company, events of default, conditions for

early redemption, extraordinary amortization, early maturity of the Debentures and the warranties to be given as well as to execute all documents and to take all necessary actions to perform the Issuance and the Offering, including, but not limited to, the Indenture, the Underwriting Agreement, the warranties to be given and the notice letters addressed to B3 and, as the case may be, to CVM and ANBIMA;

5.2.2 Hire the service providers for the Issuance and the Offering, including, but not limited to, the Fiduciary Agent, legal advisors, Underwriters, liquidation bank, bookkeeping agent, among others, being hereby authorized to negotiate and execute the respective agreements and the necessary warranties that may be required; and

5.3 The ratification of all acts taken by the Officers and other legal representatives of the Company with respect to the approvals above; and lastly,

5.4 It was reminded to those attending the meeting that the approvals taken herein are subject to the rules of conduct set forth in article 48 of CVM Rule No. 400, dated December 29, 2003, as amended, without prejudice to the publication of notice to the market. It has been solicited the matters discussed in this meeting not to be disclosed by the board members and others attending the meeting until the publication of such document.

6 CLOSING: There being no further matters to be addressed, the meeting was adjourned for as long as necessary to have these minutes drawn up and then, after being read, approved as per Articles 17, 2nd paragraph, and 19 of the Company's Bylaws, were duly signed by the members of the Board of Directors which attended the meeting, with digital signature. Chair: Chairman: Mr. José Paulo Ferraz do Amaral; Secretary: Mr. Marcelo Vianna Soares Pinho.

Rio de Janeiro, September 22, 2021.

Marcelo Vianna Soares Pinho
Secretary